

PACIFICORP/PORTLAND GENERAL ELECTRIC

PNW AC Intertie FOIA Request

DOJ File No. 150302-GT0373-02

November 19, 2002

Customer	Contract No.
PACIFICORP	29224
	92299
	94278
	94285
	94332
	94333
	94600
	94628
PORTLAND GENERAL	29225
	56747
	63627
	92277
	92340
PGE/PAC/USBR	59840

8-31-67

O&M TRUST AGREEMENT

executed by the

UNITED STATES OF AMERICADEPARTMENT OF THE INTERIOR

acting by and through the

BONNEVILLE POWER ADMINISTRATOR

and

PORTLAND GENERAL ELECTRIC COMPANY

providing for operation and maintenance of part of the

Company's facilities in the Malin SubstationIndex to Sections

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This O&M TRUST AGREEMENT, executed October 13, 1967, by the UNITED STATES OF AMERICA (hereinafter called "the Government"), Department of the Interior, acting by and through the BONNEVILLE POWER ADMINISTRATOR (hereinafter called "the Administrator"), and PORTLAND GENERAL ELECTRIC COMPANY (hereinafter called "the Company"), a corporation organized and existing under the laws of the State of Oregon,

W I T N E S S E T H:

WHEREAS the United States, acting by and through the Bureau of Reclamation and the Administrator, the Company, and Pacific Power & Light Company (Pacific) have entered into an agreement (designated as Contract No. 14-03-59840) which outlines the duties and ownerships of the parties with respect to the proposed Malin substation near Malin, Oregon; and

WHEREAS the proposed Malin substation is a part of the Pacific Northwest-Pacific Southwest Intertie program as recommended to Congress by the Secretary of the Interior and approved by Congress by making appropriations for the construction of the Government's portion thereof; and

WHEREAS the parties hereto desire to enter into an agreement which provides for payment by the Company of its share of the cost of operation and maintenance performed by the Administrator at the Malin substation pursuant to said Contract No. 14-03-59840; and

WHEREAS Pacific and the Administrator intend to enter into a similar trust agreement (designated as Contract No. 14-03-62876) which provides for payment by Pacific of its share of the cost of operation and maintenance performed by the Administrator at the Malin substation pursuant to said Agreement No. 14-03-59840; and

WHEREAS the Administrator is authorized to dispose of electric energy generated at various federal hydroelectric projects in the Northwest and enter into related agreements in accordance with the Bonneville Project Act, approved August 20, 1937, as amended, and pursuant to the following orders of the Secretary of the Interior: No. 2563 dated May 2, 1950, and No. 2860 dated January 19, 1962, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Term of Agreement. The term of this agreement will be coextensive with the term of said Contract No. 14-03-59840, as the same may be amended, extended, or renewed and shall continue thereafter so long as is necessary to accommodate operations pursuant to Section 14 of said Contract No. 14-03-59840.

2. Exhibits and Definitions.

(a) Exhibits A, B, and C attached hereto are by this reference incorporated herein as fully as though set forth verbatim in the body of this agreement. The Company shall be "the Contractor" mentioned in Exhibit C.

(b) The "Malin substation" and the "500 kv Switchyard" shall have the meaning as defined in Contract No. 14-03-59840.

3. Trust Fund. The Company shall advance to the Administrator during the term of this agreement the total of the following:

(a) the total cost of maintenance of facilities solely owned by the Company and maintained by the Administrator as specified in Exhibit A; /4.5%

(b) sixteen and five-tenths percent (16.5%) of the Administrator's total cost of operating the Malin substation and those facilities in the Pacific's adjacent 500/230 kv substation operated and/or inspected by the Administrator as specified in Exhibit B;

(c) twenty-five percent (25%) of the total cost of maintaining the facilities in the 500 kv Switchyard which are owned by the parties hereto and Pacific jointly as specified in section 5 of said Contract No. 14-03-59840;

(d) sixteen and five-tenths percent (16.5%) of the total cost of maintaining the entrance road from the county road at Loveness Mill to the control house; provided, however, that any damage to the road bed due to any party's hauling of equipment on such road shall be the responsibility of that party and not be a part of costs under this section; and

(e) beginning on April 1, 1968, two thousand two hundred fifty-nine dollars (\$2,259) each year, which is one-third of the annual cost of the spare shunt reactor made available to the Company pursuant to subparagraph 4(a) ~~and~~ (6).

The percentages set forth in subsections (b), (c) and (d) above were derived from assumptions as to the nature and relative

extent and cost of such operation and maintenance, which assumptions have been agreed upon by the parties and Pacific. If experience in operation so indicates, or if a change in conditions occurs which substantially affects any of the foregoing percentages, said percentages shall be changed accordingly by supplement to this agreement.

Not later than thirty (30) days prior to the estimated date on which the first 500 kv line from Malin to Grizzly substations is to be placed in regular and continuous operation at a nominal voltage of 500 kv, the Company shall advance to the Administrator the amount estimated by him to be the total of the above costs for the period ending at the end of the calendar quarter in which such operation begins. The Company shall, on the first day of each subsequent calendar quarter, make further quarterly advances to the Administrator in amounts requested by him based on his latest estimates of the above costs.

All amounts so advanced by the Company shall be collectively called "the trust fund" and shall be held by the Administrator in trust to defray the expense and cost to the Administrator of performing the Company's share of the work specified in section 3 hereof. If at any time hereafter the Administrator estimates that the amount in the trust fund during any quarter is insufficient to pay the Company's share of the expense and cost of performing such duties, the Company will promptly advance to the Administrator, on receipt of his request, such additional moneys as he estimates will be required for that quarter. If at the end of any calendar quarter the Administrator determines that

payments to the Trust Fund by the Company have exceeded the Company's share of costs and expenses specified in this section such excess shall be credited against and shall reduce payment for the succeeding calendar quarter to be made by the Company.

All moneys so received by the Administrator will be placed in a trust account in the United States Treasury subject to withdrawal as provided in 31 U. S. C., sections 725r and 725s, for payment of the expense and cost of performing the duties imposed on the Government by this agreement.

4. Duties of the Administrator.

(a) The Administrator will:

(1) operate the Malin substation and operate and/or inspect those facilities in the Pacific's adjacent 500/230 kv substation as specified in Exhibit B;

(2) maintain all of the jointly-owned facilities of the Company, Pacific, and the Government in the 500 kv Switchyard;

(3) provide regular maintenance of the solely-owned facilities of the Company in the Malin substation as specified in Exhibit A; provided, however, that the Company shall replace at its expense, all parts required for any maintenance of such facilities;

(4) maintain the entrance road from the County road at Loveness Mill to the control house;

(5) pursuant to section 9(c) of said Agreement No. 14-03-59840, provide at the request of the Company, such

emergency maintenance on the Company's solely-owned facilities in the Malin substation as the Administrator deems he is able to provide; and

(6) maintain one shunt reactor at Malin substation as a spare for the Government's shunt reactor banks at Malin and Grizzly substations and the Company's shunt reactor bank at Malin substation. If a failure occurs in either party's shunt reactor facilities the spare reactor will be available to either party for permanent installation in place of the defective unit. The party owning the defective unit will promptly initiate repair or replacement of such unit and make it available for use as a spare for both party's reactor facilities. All expense of installation, repair, and replacement involved in replacing a defective reactor will be borne by the owner of the reactor facilities where failure occurs.

(b) The Administrator shall furnish all labor required to operate, inspect, and maintain facilities as provided in subsection (a) of this subsection, and furnish all parts for the jointly-owned facilities in the 500 kv Switchyard, and shall perform the work by force account, by contract, or by both, in the same manner and subject to the same limitations as if all funds being expended therefor were Government funds.

5. Revision of Exhibit.

(a) Exhibit A may be revised at any time by mutual agreement of the parties to add other solely-owned facilities of the

Company which the Administrator will maintain. Exhibit A shall be revised upon ninety (90) days' written notice by either party to the other to delete facilities maintained by the Administrator, provided that Exhibit A shall not be revised by each party more than once in each calendar year.

(b) Exhibit B may be revised at any time by mutual agreement of the parties and Pacific to add or delete facilities in Pacific's 500/230 kv substation operated by the Administrator.

6. Accounting.

(a) Within sixty (60) days after January 1 of each year in the term hereof, the Administrator will make a full accounting to the Company showing the receipts credited to, and the costs and expenses charged against, the trust fund for the preceding year. In addition the Administrator will provide the Company a memorandum accounting quarterly showing the receipts credited to, and the costs and expenses charged against the trust fund for the previous calendar quarter.

(b) The costs and expenses of performing the work mentioned in section 3 hereof shall be proper charges against said trust fund, and shall be determined by charging the cost elements exclusive of interest in the same manner as if Government funds were being expended, including, among other items, labor, annual and sick leave obligations, contributions - employee benefits, equipment use, tool and stores expense, expense of transportation of any materials or equipment required for such maintenance

which is not included as stores expense, expense and cost incurred to make the accounts provided for in this section, and overheads reasonably allocable thereto.

7. Final Settlement. After termination of this agreement the Administrator shall determine the total costs and expenses to the date of termination. If the Company's share of such costs and expenses exceed the amount previously paid by the Company, the Company will promptly pay the difference; if payments by the Company exceed the Company's share, the Administrator will promptly refund the difference to the Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts.

UNITED STATES OF AMERICA
Department of the Interior

(SEAL)

By J. N. O'Neal
Acting Bonneville Power Administ.

PORTLAND GENERAL ELECTRIC CO

(SEAL)

By E. L. Itchner

VICE PRESIDENT

ATTEST:

H. H. [Signature]

APPROVED AS TO FORM,

H. H. [Signature]

EXHIBIT A

Solely-Owned Facilities of the Company
Maintained by the Administrator

The Administrator shall perform routine maintenance on the following solely-owned facilities of the Company:

(a) all of the Company's facilities and yard within the 500 kv Switchyard of the Malin substation except the Company's 500 kv circuit breaker and associated disconnect switches.

EXHIBIT B

FACILITIES IN PACIFIC'S 500/230 KV SUBSTATION
OPERATED AND/OR INSPECTED BY THE ADMINISTRATOR

Operation and Inspection

1. 2 - 13.8 kv, 2000 ampere metal clad magnetic air circuit breakers for switching 2 - 40 MVAR reactors
2. 1 - 500 kv, 2400 ampere group operated disconnect switch and connecting bus
3. 1 - 230 kv, 1600 ampere, 1500 MVA oil circuit breaker

Inspection Only

1. 3 - Single Phase 500/230 kv auto transformers
2. 1 - 13.2 kv 3 phase oil filled shunt reactor (2 - 40 MVAR units in single tank)
3. 1 - 230 kv phase shifter

PROVISIONS REQUIRED BY STATUTE OR EXECUTIVE ORDERContract Work Hours Standards Act - Overtime Compensation.

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (Public Law 87-581, 76 Stat. 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Contract Work Hours Standards Act.

(a) No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) In the event of any violation of the provisions of subsection (a), the Contractor and any subcontractor responsible for such violation shall be liable to any affected employee for his unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the provisions of subsection (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a workweek without payment of the required overtime wages.

(c) The Administrator may withhold, or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, the full amount of wages required by this contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in subsection (b).

(d) The Contractor shall require the foregoing subsections (a), (b), (c) and this subsection (d) to be inserted in all subcontracts.

(e) The Contractor shall keep and maintain for a period of three (3) years from the completion of this contract the information required by 29 CFR § 516.2(a). Such material shall be made available for inspection by authorized representatives of the Government, upon their request, at reasonable times during the normal work day.

Convict Labor. The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

Nondiscrimination. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Administrator, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Administrator and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Administrator may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administrator, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Interest of Member of Congress. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such contract if made with a corporation for its general benefit.



OFFICE OF
THE ADMINISTRATOR

United States Department of the Interior

BONNEVILLE POWER ADMINISTRATION

P.O. BOX 3621, PORTLAND, OREGON 97208

MAY 23 1972

In reply refer to: PCH

Amendatory Agreement No. 1 to
Contract No. 14-03-63627

Mr. A. J. Porter
Senior Vice President
Portland General Electric Company
621 S. W. Alder Street
Portland, Oregon 97205

Dear Mr. Porter:

In discussions between Bonneville and the Company, the parties agreed to revise the percentage set forth in section 3(b) of the Company's Malin Operation and Maintenance Agreement (Contract No. 14-03-63627).

Accordingly, commencing at 12 p.m. on December 31, 1971, Contract No. 14-03-63627 is hereby amended by deleting section 3(b) and substituting the following therefor:

"(b) 19.01 percent of the Administrator's total cost of operating the Malin substation and those facilities in Pacific's adjacent 500/230 kv substation operated and/or inspected by the Administrator as specified in Exhibit B;"

If the above proposal is approved by the Company, please sign one copy of this amendment and return it to me. The remaining copy is for your files.

Sincerely,

(SEAL)


Administrator

ACCEPTED:

PORTLAND GENERAL ELECTRIC COMPANY

By A. J. Porter
Title Senior Vice President



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208

OFFICE OF THE ADMINISTRATOR

OCT 16 1979

In reply refer to: PCI

Amendatory Agreement No. 2 to
Contract No. 14-03-63627

Mr. Glen E. Bredemeier
Vice President
Portland General Electric Company
121 SW. Salmon Street
Portland, Oregon 97204

Dear Mr. Bredemeier:

Bonneville and Pacific expect to enter into agreements providing for interconnecting Pacific's proposed Midpoint-Medford line at Malin substation. Upon installation of Pacific's Malin-Medford line terminal in Malin substation, the Company's percentage of operating costs will be reduced.

Accordingly, Bonneville proposes the following:

1. Term. This amendment shall be effective on the date of commercial operation of said Malin-Medford line terminal.

2. Amendment. Contract No. 14-03-63627, as amended, is hereby further amended as follows:

(a) Exhibit B is hereby replaced by Revision No. 1 to Exhibit B attached hereto.

(b) Section 3(b) is replaced by the following:

"(b) 19.009 percent of Bonneville's total cost of operating the Malin substation, Pacific's facilities in the adjacent 500/230 kV substation and Pacific's facilities in the Malin substation associated with the Malin-Medford line terminal which are operated and/or inspected by Bonneville as specified in Exhibit B. This percent will be revised to reflect additional costs of operating the Malin substation when the Midpoint-Malin line terminal is installed pursuant to Pacific's Malin Trust Agreement and will thereafter be subject to the change provisions of this section 3."

(c) The last paragraph of section 3 is replaced by the following:

"All moneys received by Bonneville under this agreement shall be placed in a trust account in the Bonneville Power Administration Fund in the United States Treasury subject to withdrawal for payment of the cost to Bonneville for performance of duties hereunder."

(d) All references to "the Administrator" in this agreement shall be changed to "Bonneville."

If this amendment is acceptable to the Company, please so indicate by signing and returning one copy to Bonneville.

Sincerely,



ACTING Administrator

ACCEPTED:

PORTLAND GENERAL ELECTRIC COMPANY

By Glen E. Bradman

Title VICE PRESIDENT



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

OFFICE OF THE ADMINISTRATOR

In reply refer to: PKT

January 26, 1987

Amendatory Agreement No. 3
Contract No. 14-03-63627

Mr. R. E. Dyer
Vice President, Power Systems
Portland General Electric Company
121 SW. Salmon
Portland, OR 97204

Dear Mr. Dyer:

The four Pacific Northwest-Pacific Southwest Intertie parties (Parties); Bonneville Power Administration (Bonneville), Pacific Power & Light Company (Pacific), Portland General Electric Company (Portland General), and Western Area Power Administration (WAPA) have agreed that it would be to their mutual benefit if the following actions were taken concerning their jointly owned Malin 500 kV AC Intertie (Intertie) Substation (Malin) in southern Oregon:

1. That the Parties retroactively account for all significant changes of facilities at Malin and Pacific's adjacent 500/230 kV substation (Malin Complex) since December 1, 1981, and reflect each such change in a corresponding change to each Party's percentage responsibility for Malin Complex operation and inspection (O&I) costs.
2. That the Parties adopt a generally agreed upon new system for more realistically determining each Party's O&I workload points and percentage O&I responsibility for the Malin Complex.
3. That in view of the above-mentioned facility changes and the new O&I workload point and percentage responsibility system, the Parties make retroactive adjustment of quarterly amounts previously billed for Malin Complex O&I.

The Parties further agree that Malin O&I responsibilities and cost sharing have been provided for under the Malin Construction and Operation Agreement (Contract No. 14-03-59840) and their individual Malin Operation and Maintenance Trust Agreement.

Therefore, I propose that the above Malin O&I objectives be accomplished subject to the provisions of each Party's Malin Operation and Maintenance Trust Agreement and the terms and conditions stated below. Accordingly,

Amendatory Agreement No. 3
Contract No. 14-03-63627

Portland General's Malin Operation and Maintenance Trust Agreement (Contract No. 14-03-63627, as amended and hereinafter referred to as "Primary Agreement") is hereby further amended to provide for the following:

1. Term. This Amendatory Agreement No. 3 shall be effective as of 2400 hours on the date (Effective Date) that Bonneville has received all the following:

- (a) An original signed copy of this amendment from Portland General;
- (b) An original signed copy of Amendatory Agreement No. 1 to Contract No. 14-03-63625 from WAPA; and
- (c) An original signed copy of Amendatory Agreement No. 3 to Contract No. 14-03-62876 from Pacific.

2. Exhibit D.

- (a) Add Exhibit D, attached hereto, to the exhibits listed in subsection 2(a) of the Primary Agreement as "fully incorporated" in the body of that agreement.
- (b) On pages 1-4 of Exhibit D, an accounting is made for each significant change in facilities at the Malin Complex from December 1, 1981, through March 31, 1985. The Parties' O&I workload points and responsibility percentages are accounted for by periods at the beginnings of which significant facility changes were made.
- (c) On page 5 of Exhibit D, the results of applying the new Malin Complex workload point classification system are tabulated beginning April 12, 1984, the effective date of that system.
- (d) On pages 6-8 of Exhibit D, a retroactive adjustment is made for amounts billed to the Parties under the previous and the new O&I workload point classification systems. Credits and deficits are shown.

3. O&I Workload Point Classification System. The new Malin Complex O&I workload point classification system agreed to by the Parties (ten minutes of O&I activity equals one workload point) and retroactively effective beginning April 12, 1984, is hereby adopted as part of this agreement. The O&I responsibility percentages that derive from the new classification system are also adopted effective at the same time. Initial workload points and responsibility percentages are specified on page 5 of Exhibit D.

4. Subsection 3(b) of the Primary Agreement. Replace subsection 3(b) of the Primary Agreement with the following:

"(b) 17.49602 percent of Bonneville's total cost of operating and inspecting Malin Substation and those facilities in Pacific's adjacent 500/230 kV substation operated and/or inspected by Bonneville as specified in Exhibit B;"

Amendatory Agreement No. 3
Contract No. 14-03-63627

5. Ratification of Retroactive Adjustment of O&I Charges. The retroactive adjustment of Malin Complex O&I charges contained on pages 6-8 of Exhibit D are approved. Such adjustment is for Malin Complex facility changes from December 1, 1981, through March 31, 1985, and for adoption of the new O&I workload point classification system effective April 12, 1984. Resulting credits and deficits of the Parties are shown below:

<u>Parties</u>	<u>Credit or (Deficit)</u>
Bonneville	\$10,932.04
Portland General	10,957.26
WAPA	7,563.80
Pacific	(29,453.10)
Total	\$ 0.00

Credits and deficits were carried forward to the Parties' April-May-June, 1985 quarterly billings for Malin Complex O&M costs.

6. No Impact On Intertie Capacity Allocation. Neither this Amendatory Agreement No. 3 nor any provision of it is intended to impact or have any bearing on any issue regarding the allocation of capacity in the Pacific Northwest portion of the existing AC Intertie among Bonneville, Portland General, and Pacific. The Parties further agree that neither Bonneville nor Portland General shall rely in any way upon this Amendatory Agreement No. 3 nor any provision of it in any proceeding to determine the proper allocation of such capacity.

If this Amendatory Agreement is acceptable to Portland General, please indicate your approval by signing and returning one copy to Bonneville. The remaining copy is for your files.

Sincerely,

James J. Jura

Administrator

Effective Date 3-12-87

ACCEPTED:

PORTLAND GENERAL ELECTRIC COMPANY

By *[Signature]*

Title Vice President, Power Supply

Date 2-10-87

Revision No. 1
EXHIBIT B
Contract No. 14-03-63627
Effective on the Date of Commercial
Operation of Pacific's 500 kV
Malin-Medford Line Terminal at
Malin substation.

Pacific's Facilities Operated and/or Inspected by Bonneville

Facilities in Pacific's 500/230 kV Substation, operated and inspected by Bonneville

1. 2 - 13.8 kV, 2000 ampere metal clad magnetic air circuit breakers for switching 2 - 40 MVAR reactors;
2. 1 - 500 kV, 2400 ampere group operated disconnect switch and connecting bus; and
3. 1 - 230 kV, 1600 ampere, 1500 MVA oil circuit breaker.

Facilities in Pacific's 500/230 kV substation, inspected only

1. 3 - Single-phase 500/230 kV auto transformers;
2. 1 - 13.2 kV 3 phase oil filled shunt reactor (2 - 40 MVAR units in single tank); and
3. 1 - 230 kV phase shifter.

Pacific's Facilities in Malin substation associated with the Malin-Medford line terminal, operated by Bonneville

1. 2 - 500 kV, 3000 ampere single pole, manually operated disconnect switches and connecting bus;
2. 1 - 500 kV, 2000 ampere, 1732 MVA gas circuit breaker;
3. 3 - 500 kV, 44.32 MVAR, oil filled reactors; and
4. 1 - 500 kV, motor operated circuit switcher.

Malin Substation Operation and Inspection
Workload Points and Responsibility Percentages
By Periods from December 1, 1981

(Party	Period 12/1/81 to 08/28/83			Period 08/28/83 to 04/12/84			Period Beginning 04/12/84		
	O&I Workload Points	O&I Percentage Responsibility (%) *	O&I Workload Points *	O&I Percentage Responsibility (%) *	O&I Workload Points *	O&I Percentage Responsibility (%) *	O&I Workload Points * 2/	O&I Percentage Responsibility (%) *	
Bonneville Power Administration	39.74883	17.79343	40.25883	17.85865	12.41343	17.49602			
Portland General Electric Co.	39.74883	17.79343	40.25883	17.85865	12.41343	17.49602			
Western Area Power Administration (WAPA) 1/	36.97105	16.54997	37.48105	16.62643	11.48750	16.19098			
Pacific Power & Light Co.	103.25508	46.22180	103.76508	46.02975	33.41343	47.09433			
WAPA Payment on SBR 1966 Agreement 2/	3.66667	1.64137	3.66667	1.62652	1.22223	1.72265			
	223.39046	100.00000	225.43046	100.00000	70.95000	100.00000			

1/ WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

2/ New O&I workload point classification system in effect, namely 10 minutes of O&I activity equals one workload point.
* Rounded.

Exhibit D
Page 2 of 8
Contract No. 14-03-63627
Portland General Electric Co.
Effective at 2400 hours on
October 13, 1967

O&I Responsibilities for Shunt Reactors at Malin Substation
(O&I workload point classification system in effect before 4/12/84)

WAPA (USBR) is obligated under the USBR Operation and Maintenance Trust Agreement (Contract No. 14-03-63625) to pay one-third of the operation and maintenance costs of the seven operating shunt reactors and one-ninth of the operation and maintenance costs of the one spare shunt reactor. Under the O&I workload point classification system in effect before April 12, 1984:

1. The WAPA share is:

$$\begin{array}{rcl} (1/3)(7 \text{ reactors})(1.5 \text{ points/reactor}) & = & 3.50000 \text{ O\&I Points} \\ (1/9)(1 \text{ spare reactor})(1.5 \text{ points/reactor}) & = & 0.16667 \text{ O\&I Points} \\ \text{Total} & = & \underline{3.66667 \text{ O\&I Points}} \end{array}$$

2. The remaining O&I points are divided equally between Bonneville, Portland General Electric, and Pacific Power & Light Company:

$$\begin{array}{rcl} \text{Equals } (8 \text{ reactors})(1.5 \text{ points/reactor}) & = & 12.00000 \text{ O\&I Points} \\ \text{minus the WAPA share} & = & \underline{3.66667 \text{ O\&I Points}} \\ & = & \underline{8.33333 \text{ O\&I Points}} \end{array}$$

3. The Bonneville, Portland General Electric, and Pacific Power & Light Co. share per party is:

$$\frac{8.33333}{3} = \underline{2.77777 \text{ O\&I Points}}$$

Exhibit D
Page 3 of 8
Contract No. 14-03-63627
Portland General Electric Co.
Effective at 2400 hours on
December 1, 1981

Malin Substation Operation and Inspection
Workload Points and Responsibility Percentages

For the Period From 12/01/81 to 08/28/83

(Removal of phase shifter at Pacific Power & Light Company's adjacent
500/230 kV substation)

<u>Party</u>		<u>O&I Workload Points</u>	<u>O&I Percentage Responsibility (%) *</u>
Bonneville Power Administration	$\frac{147.88420}{4} + \frac{8.33333}{3}$	= 39.74883	17.79343
Portland General Electric Co.	$\frac{147.88420}{4} + \frac{8.33333}{3}$	= 39.74883	17.79343
Western Area Power Administration (WAPA) <u>1/</u>	$\frac{147.88420}{4}$	= 36.97105	16.54997
Pacific Power & Light Co.	(Exclusive Use 63.50625 + Joint Use 39.74883)	= 103.25508	46.22180
WAPA Payment on USBR 1966 Agreement <u>1/</u>		= $\frac{3.66667}{223.39046}$	$\frac{1.64137}{100.00000}$
	Totals		

1/ WAPA assumed certain contracts and marketing responsibilities formerly
carried out by the U.S. Bureau of Reclamation (USBR).

* Rounded.

Exhibit D
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Contract No. 14-03-63627
Portland General Electric Co.
Effective at 2400 hours on
August 28, 1983

Malin Substation Operation and Inspection
Workload Points and Responsibility Percentages

For the Period From 08/28/83 to 04/12/84

(240 series capacitors added at Malin Substation; 2.04 O&I workload points added)

<u>Party</u>		<u>O&I Workload Points</u>	<u>O&I Percentage Responsibility (%) *</u>
Bonneville Power Administration	$\frac{149.92420}{4} + \frac{8.33333}{3}$	= 40.25883	17.85865
Portland General Electric Co.	$\frac{149.92420}{4} + \frac{8.33333}{3}$	= 40.25883	17.85865
Western Area Power Administration (WAPA) 1/	$\frac{149.92420}{4}$	= 37.48105	16.62643
Pacific Power & Light Co.	(Exclusive Use 63.50625 + Joint Use 40.25883)	= 103.76508	46.02975
WAPA Payment on USBR 1966 Agreement 1/		= $\frac{3.66667}{225.43046}$	$\frac{1.62652}{100.00000}$
	Totals	=	

1/ WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

* Rounded.

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Contract No. 14-03-63627
Portland General Electric Co.
Effective at 2400 hours on
April 12, 1984

Malin Substation Operation and Inspection
Workload Points and Responsibility Percentages

For the Period Beginning 04/12/84

(New O&I workload point classification system in effect starting 4/12/84)

1. For the 8 shunt reactors at Malin Substation

(a) The WAPA share is:

$$\begin{aligned} (1/3)(7 \text{ reactors})(0.5 \text{ points/reactor}) &= 1.16667 \text{ O\&I Points} \\ (1/9)(1 \text{ spare reactor})(0.5 \text{ points/reactor}) &= 0.05556 \text{ O\&I Points} \\ \text{Total} &= 1.22223 \text{ O\&I Points}^* \end{aligned}$$

(b) The remaining O&I points are divided equally between Bonneville, Portland General, and Pacific Power & Light Co.

$$\begin{aligned} \text{Equals } (8 \text{ reactors})(0.5 \text{ points/reactor}) &= 4.00000 \text{ O\&I Points} \\ \text{minus the WAPA share} &= 1.22223 \text{ O\&I Points} \\ &= 2.77777 \text{ O\&I Points}^* \end{aligned}$$

$$\text{The share per utility} = \frac{2.77777}{3} = 0.92593 \text{ O\&I Points}$$

<u>Party</u>		<u>O&I Workload Points *</u>	<u>O&I Percentage Responsibility (%) *</u>
Bonneville Power Administration	$\frac{45.95}{4} + 0.92593$	= 12.41343	17.49602
Portland General Electric Co.	$\frac{45.95}{4} + 0.92593$	= 12.41343	17.49602
Western Area Power Administration (WAPA) <u>1/</u>	$\frac{45.95}{4}$	= 11.48750	16.19098
Pacific Power & (Exclusive Use 21.00000 Light Co. + Joint Use 12.41343		= 33.41343	47.09433
WAPA Payment on USBR 1966 Agreement <u>1/</u>		= $\frac{1.22223}{70.95000}$	$\frac{1.72265}{100.00000}$
	Totals		

1/ WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

* Rounded.

Exhibit D
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Contract No. 14-03-63627
Portland General Electric Co.
Effective at 2400 hours on
December 1, 1981

Malin Substation Retroactive Adjustment of Utilities'
Percentage Shares of O&I Costs
By Periods from December 1, 1981

For the Period Beginning 12/1/81

<u>Party</u>	<u>Prior Percentage Share (%)</u>	<u>Prior Amount Billed (\$)</u>	<u>Revised Percentage Share (%) *</u>	<u>Revised Amount Billed (\$) *</u>	<u>Column (2) Minus Column (4) Credit or (Deficit) (\$)</u>	<u>O&M Trust Agreement No. 14-03-</u>
	(1)	(2)	(3)	(4)	(5)	
Bonneville Power Administration	19.007	75,319.36	17.79343	70,510.33	4,809.03	_____
Portland General Electric Co.	19.01	75,331.26	17.79343	70,510.34	4,820.92	63627
Western Area Power Administration (WAPA) <u>1/</u>	19.01	75,331.26	16.54997 +1.64137 18.19134	72,087.14	3,244.12	63625
Pacific Power & Light Co.	42.973	170,289.85	46.22180	183,163.92	(12,874.07)	62876
WAPA Payment on USBR 1966 Agreement <u>1/</u>	<u>2/</u>	<u>2/</u>	1.64137 <u>2/</u>	<u>2/</u>	<u>2/</u>	63625
	100.00	396,271.73	100.00000	396,271.73	0.00	

1/ WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

2/ Included in WAPA's above percentage share.

* Rounded.

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Contract No. 14-03-63627
Portland General Electric Co.
Effective at 2400 hours on
August 23, 1983

Malin Substation Retroactive Adjustment of Utilities
Percentage Shares of O&I Costs
By Periods from December 1, 1981

For the Period From 08/23/83 to 04/12/84

Party	Prior Percentage Share (%)	Prior Amount Billed (\$)	Revised Percentage Share (%) *	Revised Amount Billed (\$) *	Column (2) Minus Column (4) Credit or (Deficit) (\$)	O&M Trust Agreement No. 14-03-
	(1)	(2)	(3)	(4)	(5)	
Bonneville Power Administration	19.007	30,727.15	17.85865	28,870.70	1,856.45	_____
Portland General Electric Co.	19.01	30,732.01	17.85865	28,870.71	1,861.30	63627
Western Area Power Administration (WAPA) <u>1/</u>	19.01	30,732.01	16.62643 +1.62652 18.25295	29,508.15	1,223.86	63625
Pacific Power & Light Co.	42.973	69,471.15	46.02975	74,412.76	(4,941.61)	62876
WAPA Payment on USBR 1966 Agreement <u>1/</u>	<u>2/</u>	<u>2/</u>	1.62652 <u>2/</u>	<u>2/</u>	<u>2/</u>	63625
	100.00	161,662.32	100.00000	161,662.32	0.00	

1/ WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

2/ Included in WAPA's above percentage share.

* Rounded.

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Page 8 of 8
Contract No. 14-03-63627
Portland General Electric Co.
Effective at 2400 hours on
April 12, 1984

Malin Substation Retroactive Adjustment of Utilities
Percentage Shares of O&I Costs
By Periods from December 1, 1981

For the Period From 04/12/84 to 03/31/85

<u>Party</u>	<u>Prior Percentage Share (%) *</u>	<u>Prior Amount Billed (\$)</u>	<u>Revised Percentage Share (%) *</u>	<u>Revised Amount Billed (\$)</u>	<u>Column (2) Minus Column (4) Credit or (Deficit) (\$)</u>	<u>O&M Trust Agreement No. 14-03-</u>
	(1)	(2)	(3)	(4)	(5)	
Bonneville Power Administration	19.007	53,670.17	17.49602	49,403.61	4,266.56	_____
Portland General Electric Co.	19.01	53,678.65	17.49602	49,403.61	4,275.04	63627
Western Area Power Administration (WAPA) <u>1/</u>	19.01	53,678.65	16.19098 +1.72265 <u>17.91363</u>	50,582.83	3,095.82	63625
Pacific Power & Light Co.	42.973	121,343.11	47.09433	132,980.53	(11,637.42)	62876
WAPA Payment on USBR 1966 Agreement <u>1/</u>	<u>2/</u>	<u>2/</u>	1.72265 <u>2/</u>	<u>2/</u>	<u>2/</u>	63625
	<u>100.00000</u>	<u>282,370.58</u>	<u>100.00000</u>	<u>282,370.58</u>	<u>0.00</u>	

1/ WAPA assumed certain contracts and marketing responsibilities formerly carried out by the U.S. Bureau of Reclamation (USBR).

2/ Included in WAPA's above percentage share.

* Rounded.

(WP-PKT-0558e)